

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

SONYA LARSON

Plaintiff,

v.

DAWN DORLAND PERRY, et al.

Defendants.

Civil Action

No. 1:19-cv-10203-IT

**AFFIDAVIT OF PLAINTIFF IN SUPPORT OF HER OPPOSITION TO THE
MOTION TO DISMISS OF DEFENDANT, DAWN DORLAND PERRY**

I, Sonya Larson, on oath depose and state:

1. I have read my attorney's Opposition to Defendant Dorland's Motion to Dismiss, and to the best of knowledge and belief, all factual allegations therein are true and as to those allegations based on belief, I believe them to be true.

2. I published three variations of my story, *The Kindest*. Each version contains a letter from a kidney donor to her recipient. The first version is the Audible/Brilliance variant. This variant was created only for persons who actually purchased the CD. This variant was produced without my permission and authority.

3. The second variant is the Audible/Brilliance Audio mp3 and ASF variant that was published in mp3 format in October 2016, in print in August 2017, and online in May 2018. The Audible/Brilliance Audio mp3 and ASF variant was submitted to the BBF and it is

the version that won the One City/One Story contest. There is a single word that differs between the Audible/Brilliance Audio mp3 variant and ASF variant: The word "outcome" in Audible/Brilliance Audio mp3 was changed to "reaction" in ASF. But otherwise, they are exactly the same.

4. I further modified the second variant and it became the third variant, which is the one that the BBF printed and intended to distribute at its annual summer book festival.

5. As part of my writing style, I constantly modify, change and improve on what I have written.

6. I read a portion of a very early version of *The Kindest* at a Boston bookstore on June 22, 2016. The letter in my story was not part of the reading.

7. I am very familiar with the textbook, Naming the World and Other Exercises for the Creative Writer, edited by Bret Anthony Johnston (Random House, 2008). I referred to this textbook in graduate school and I know that instructors at GrubStreet and Bread Loaf use this text. The book's editor was the director of creative writing at Harvard for eleven years and he is now the Director of the Michener Center for Writers at the University of Texas in Austin.

8. I gave a literary studio named Plympton, Inc., the right to license *The Kindest* as audio book to Audible.com. I submitted a draft copy of my Story to Plympton for the sole purpose of helping Plympton reach a deal with Audible. A copy of the agreement with Plympton attached to this Affidavit as Exhibit 1.

9. On July 25, 2018, I became aware for the first time that both Audible and Brilliance Audio published a version of *The Kindest*. Brilliance was never authorized to publish the Story.

10. I submitted a draft copy of *The Kindest* to Plympton to pitch to Audible in December 2015. I requested revisions to the submission in May and July 2016. The Story was not published by Audible until August 3, 2016.

11. On August 3, 2016, by mistake, Audible posted the draft version of the Short Story. I immediately notified Audible about its mistake, and Audible replaced the draft copy of *The Kindest* with the correct version.

12. ASF published an in-print version of the Story in August 2017, and an electronic version in May 2018.

13. I now believe that Brilliance Audio also published my Story. I was not aware of this until July 25, 2018.

14. Audible published the correct version of *The Kindest* as a downloadable MP3 audiobook in 2016, but apparently neglected to tell Brilliance to replace the incorrect file for its print-on-demand CD. Brilliance later corrected its mistake after I notified them of the error on July 25, 2018.

15. I did not know that the CD existed until July 25, 2018, and I did not know that it was available on Brilliance's website until August 7, 2018, when the *Globe* reporter told me he had listened to it.

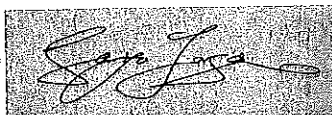
16. Dorland accused me of plagiarism starting in early June 2018. Dorland complained to BBF on or around June 6, 2018, ASF on or around June 6, 2018, Bread Loaf (and "other writing conferences") on or around June 7, 2018, and GrubStreet on or around July 3, 2018.

17. Dorland and her Law Firm were given a copy of the final BBF version of *The Kindest* on or around July 3, 2018. At this time, Dorland and Law Firm knew that the letter in the BBF version of my Story was in no way similar to Dorland's letter.

18. When my Story was published by ASF, we did not discuss the time it would be available. I believed it would remain available for years. A copy of the ASF agreement is attached as Exhibit 2. ASF told me that it did not have the financial means or sufficient staff to deal with Dorland's demands. As a result, we agreed that it would be best if ASF pulled *The Kindest* from its website.

19. I signed an agreement with the BBF to use my Story as its 2018 One City/One Story winner. A copy of the BBF agreement is attached as Exhibit 3. I am told that the BBF printed 30,000 copies of *The Kindest* at a cost of about \$10,000.

Signed under the pains and penalties of perjury this 9th day of May 2019.

A rectangular box containing a handwritten signature in dark ink. The signature appears to be 'Sonya Larson' written in a cursive, flowing style.

Sonya Larson

Certificate of Service

I certify that Plaintiff's Affidavit in Opposition to the Motion to Dismiss of Defendant, Dawn Dorland Perry was filed through the court's ECF system and a copy was sent electronically on the day it was filed to all counsel of record.

/s/ Andrew D. Epstein

May 9, 2019

Andrew D. Epstein